

207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at: 1ST Street & Marshall	Way
(address where development approval, building permits, or city re	equired provements and dedications are being required)
and hereby certify that I have received a notice that explains my the City of Scottsdale as part of my property development on the	
Signature of Property Owner D	5-14-18 ate

APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

POLICY OF THE CITY OF SCOTTSDALE ON APPEALS OF DEDICATIONS, EXACTIONS, OR ZONING REGULATIONS

RIGHTS OF PROPERTY OWNER

In addition to other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- Any dedication or exaction which is required of you by an administrative agency or official of the city as a
 condition of granting approval of your request to use, improve or develop your real property. This appeal
 right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning
 ordinance) where an administrative agency or official has no discretion to determine the dedication or
 exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violation of Arizona and federal court decisions.

APPEAL PROCEDURE

The appeal must be in writing and specify the City action appealed and the date final action was taken, and it must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken. Address the appeal as follows:

Hearing Officer, C/O City Clerk 3939 Drinkwater Blvd. Scottsdale, AZ 85251

- No fee will be charged for filing
- The City Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply.
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- ❖ The city will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication or exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

If you have questions about this appeal process, you may contact:

City Attorney's Office 3939 Drinkwater Blvd. Scottsdale, AZ 85251 (480) 312-2405

Please be aware that City staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title Agency, Inc.

Issuing Office: 60 E. Rio Salado Parkway, 11th Floor, Tempe, AZ 85281

Escrow Officer: Joe Gutierrez
Title Officer: Bob Bice
ALTA® Universal ID: []

Loan ID Number: Reference Number:

Issuing Office File Number: 95000238-095-JOG Property Address: , Scottsdale, AZ

Revision Number: Amendment No. 1, Amendment Date: June 1, 2018

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: May 25, 2018 at 7:30 a.m.
- 2. Policy to be issued:
 - (a) ALTA Standard Owners Policy (6-17-06)

Proposed Insured: City of Scottsdale, an Arizona municipal corporation

Proposed Policy Amount: [in an amount not to exceed] \$100,000.00

(b) None

Proposed Insured: []

Proposed Policy Amount: [in an amount not to exceed] \$0.00

(c) None

Proposed Insured: []

Proposed Policy Amount: [in an amount not to exceed] \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

[A FEE]

4. Title to the [Fee] estate or interest in the Land is at the Commitment Date vested in:

City of Scottsdale, an Arizona municipal corporation

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

Countersigned by:

Matalie Bombardie.

Authorized Signature





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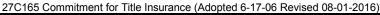




EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1: (North)

Being a portion of Center Parcel 17, a portion of Walkway South Parcel 16 and a portion of Transit Parcel 14 as shown on the final plat of Loloma recorded in Book 597 of Maps, page 6, Records of Maricopa County, Arizona being a portion of the Northeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of said Transit Parcel 14;

Thence along the North right-or-way line of 2nd Street, South 89 degrees 07 minutes 28 seconds West, a distance of 30.91 feet, to the Point of Beginning;

Thence continuing along said North right-of-way line, South 89 degrees 07 minutes 28 seconds West, a distance of 268.01 feet:

Thence leaving said North right-of-way line, North 00 degrees 20 minutes 25 seconds West, a distance of 212.01 feet;

Thence North 89 degrees 07 minutes 28 seconds East, a distance of 45.00 feet;

Thence South 70 degrees 10 minutes 05 seconds East, a distance of 237.57 feet;

Thence South 00 degrees 20 minutes 25 seconds East, a distance of 128.00 feet, to the Point of Beginning.

Parcel No. 2: (South)

Being Courtyard Combined Parcel 35, Shared Driveway North Parcel 30, Loft Parcel 25, Shared Driveway South Parcel 32, Shared Driveway Gore North Parcel 33, and Shared Driveway Gore South Parcel 34, as shown on the re-plat of Loloma recorded in Book 823 of Maps, page 22, Records of Maricopa County, Arizona, being a portion of the Northeast quarter of Section 27, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northwest corner of said courtyard combined parcel 35 as shown on said final plat;

Thence along the Southerly right-of-way line of 2nd Street, North 89 degrees 11 minutes 05 seconds East, a distance of 73.55 feet;

Thence South 00 degrees 00 minutes 00 seconds East, a distance of 10.00 feet;

Thence North 89 degrees 11 minutes 05 seconds East, a distance of 145.51 feet;

Thence North 45 degrees 16 minutes 09 seconds East, a distance of 14.42 feet;

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN
LAND TITLE
ASSOCIATION

EXHIBIT A

(Continued)

Thence North 89 degrees 11 minutes 05 seconds East, a distance of 53.68 feet, to the easterly line of Shared Driveway North Parcel 30;

Thence leaving said Southerly right-of-way line, along said easterly line, South 00 degrees 09 minutes 54 seconds West, a distance of 296.98 feet, to the beginning of a curve, concave Northeasterly, having a radius of 31.50 feet, whose radius bears South 89 degrees 51 minutes 16 seconds East;

Thence Southeasterly along said curve, an arc length of 44.39 feet, through a central angle of 80 degrees 44 minutes 14 seconds;

Thence North 89 degrees 11 minutes 05 seconds East, a distance of 202.89 feet, to the Westerly right-of-way line of Marshall Way;

Thence along said Westerly right-of-way line, South 00 degrees 09 minutes 54 seconds West, a distance of 144.62 feet:

Thence North 89 degrees 50 minutes 06 seconds West, a distance of 5.00 feet;

Thence South 00 degrees 09 minutes 54 seconds West, a distance of 10.93 feet, to the beginning of a curve concave Northwesterly, having a radius of 20.00 feet, whose radius bears North 89 degrees 50 minutes 06 seconds West;

Thence leaving said Westerly right-of-way line, Southwesterly along said curve, an arc length of 32.19 feet, through a central angle of 92 degrees 12 minutes 54 seconds, to the Easterly right-of-way line of Goldwater Boulevard;

Thence along said easterly right-of-way, North 87 degrees 37 minutes 12 seconds West, a distance of 15.69 feet, to the beginning of a curve, concave Northeasterly, having a radius of 510.00 feet, whose radius bears North 02 degrees 20 minutes 49 seconds East;

Thence Northwesterly along said curve, an arc length of 728.73 feet, through a central angle of 81 degrees 52 minutes 09 seconds;

Thence North 05 degrees 48 minutes 10 seconds West, a distance of 13.80 feet;

Thence leavings said Easterly right-of-way line, North 37 degrees 33 minutes 11 seconds East, a distance of 30.41 feet to the Point of Beginning.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



Order No. 95000238-095-JOG

SCHEDULE B PART I – REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 7. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
 - No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- 8. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.
- 9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
 - Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).
- 10. Furnish for recordation a deed as set forth below:

Type of deed: Warranty

Grantor(s): City of Scottsdale, an Arizona municipal corporation Grantee(s): City of Scottsdale, an Arizona municipal corporation

Note: This is necessary to put the new legal description of record.

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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AMERICAN
LAND TITLE
ASSOCIATION

Order No. 95000238-095-JOG

SCHEDULE B **PART I – Requirements**

(Continued)

11. Furnish for recordation a deed as set forth below:

Type of deed: Warranty

Grantor(s): City of Scottsdale, an Arizona municipal corporation

Grantee(s): To Come

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

Tax Note:

Year: 2017 130-13-108 Tax Parcel No: Total Tax: \$0.00 First Installment Amount: \$Paid Second Installment Amount: \$Paid

Affects Parcel No. 1

Tax Note:

Year: 2017 Tax Parcel No: 130-13-108 Total Tax: \$0.00 First Installment Amount: \$Paid Second Installment Amount: \$Paid

Affects Parcel No. 1

Tax Note:

Year: 2017

Tax Parcel No: 130-13-109A

Total Tax: \$0.00 First Installment Amount: \$Paid Second Installment Amount: \$Paid

Affects Parcel No. 1

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



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Order No. 95000238-095-JOG

SCHEDULE B PART I – Requirements

(Continued)

Tax Note:

Year: 2017

Tax Parcel No: 130-13-340 thru 353; 130-13-404, 130-13-111, 130-30-113A, 113-30-

172

Total Tax: \$0.00
First Installment Amount: \$Paid
Second Installment Amount: \$Paid

Affects Parcel No. 2

END OF SCHEDULE B, PART I-REQUIREMENTS

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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(Continued)

SCHEDULE B PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year [2018].
- 2. Any outstanding liabilities and obligations, including unpaid assessments, imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.
- The right of entry to prospect for, mine and remove the minerals excepted from the description of said Land in Schedule A.

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(Continued)

4. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: Book 138 of Deeds, page 456

Affects Parcel No. 1 and 2

5. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 6 of Maps, Page 26.

Affects Parcel No. 1 and 2

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Sewer and water purposes

Recording Date: April 27, 19889 Recording No: 89-193328

Affects Parcel No. 1

7. Matters contained in that certain document

Entitled: Notice of Agreement Dated: March 26, 1993

Recording No: 93-179800 and thereafter Notice of extension recorded in

Recording No: 2003-1501960 and in Recording No. 2012-915973

Affects Parcel No. 2

Reference is hereby made to said document for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Underground electric lines Recording Date: December 11, 1996

Recording No: 96-862880

Affects Parcel No. 1 and 2

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(Continued)

9. Matters contained in that certain document

Entitled: Lease Termination and License Agreement

Dated: March 11, 2002

Executed by: City of Scottsdale, an Arizona municipal corporation and Scottsdale

Community Players, Inc., an Arizona corporation

Recording Date: March 20, 2002 Recording No: 2002-285211

Affects Parcel No. 1

Reference is hereby made to said document for full particulars.

10. Matters contained in that certain document

Entitled: Memorandum of New Legal Descriptions

Dated: April 17, 2002

Executed by: City of Scottsdale, an Arizona municipal corporation and Arts District

Group, LLC, an Arizona limited liability company

Recording Date: July 1, 2002 Recording No: 2002-673089

Reference is hereby made to said document for full particulars.

- Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 597 of Maps, Page 6, Affidavit of Corrections recorded in Recording No. 2003-1602864 and in Recording No. 2003-1672931.
 Affects Parcel No. 1 and 2
- 12. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2004-1353197 Affects Parcel No. 1 (Transit Parcel 14)

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(Continued)

13. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2004-1353200 and in Recording No: 2004-1353202

Affects Parcel No. 1 (Transit Parcel 14 and Center Parcel 17)

14. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2004-1353203 and in Recording No: 2004-1353204

Affects Parcel No. 2

- Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 823 of Maps, Page 22.
 Affects Parcel No. 2
- Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 973 of Maps, Page 6.
 Affects Parcel No. 2
- 17. Matters contained in that certain document

Entitled: Redevelopment Agreement Termination Notice and Confirmation of

Status of Related Documents

Recording Date: November 16, 2010 Recording No: 2010-1003679

Reference is hereby made to said document for full particulars.

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(Continued)

18. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Youth Theater Lease Agreement

Lessor: City of Scottsdale, an Arizona municipal corporation

Lessee: Scottsdale Community, an Arizona non-profit corporation dba Grease

Paint Youth Theatre

Recording Date: October 10, 2014 Recording No: 2014-674543

Affects Parcel No. 1

19. Matters contained in that certain document

Entitled: Right-of-Way Agreement Dated: February 17, 2015

Executed by: City of Scottsdale, an Arizona municipal corporation and Qwest

Corporation dba Century Link QC

Recording Date: February 23, 2015 Recording No: 2015-115462

Affects Parcel No. 1

Reference is hereby made to said document for full particulars.

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EXHIBIT A

LEGAL DESCRIPTION

Right-of-Way Abandonment

A portion of 2nd Street that was dedicated by the Partial Replat of Loloma recorded in Book 823 of Maps, Page 22, in the County Recorder's office, city of Scottsdale, county of Maricopa, state of Arizona, more particularly described as follows:

Commencing at the most Northerly corner at the Northwest corner of the Courtyard Combined Parcel (35) on said plat;

Thence along the southerly right-of-way line of said 2nd Street, North 89 degrees 11 minutes 05 seconds East, 73.55 feet, to the **Point of Beginning**;

Thence leaving said southerly right-of-way line, North 89 degrees 11 minutes 05 seconds East, 155.75 feet, to said southerly right-of-way line;

Thence along said southerly right-of-way line, South 45 degrees 16 minutes 09 seconds West, 14.42 feet;

Thence South 89 degrees 11 minutes 05 seconds West, 145.51 feet;

Thence North 00 degrees 00 minutes 00 seconds West, 10.00 feet, to the Point of Beginning.

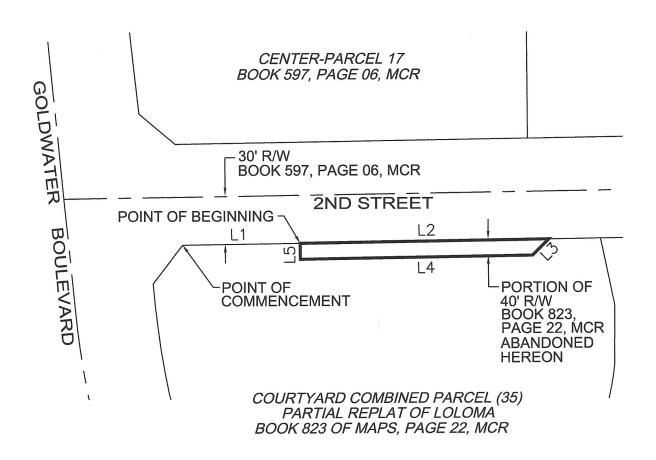
Containing 1,506 Square Feet or 0.04 Acres more or less.



P.O. Box 2170, Chandler, AZ 85244 Daniel D. Armijo, RLS (480) 244-7630 Brian D. Warren, LSIT (480) 243-4287

August 23, 2019 AWLS #18-002

EXHIBIT B RIGHT-OF-WAY ABANDONMENT



LINE	BEARING	DISTANCE
L1		73.55
L2	N 89°11'05" E	155.75
L3	S 45°16'09" W	14.42'
L4	S 89°11'05" W	145.51'
L5	N 00°00'00" W	10.00'





P.O. BOX 2170, CHANDLER, AZ 85244 (480) 244-7630 (480) 243-4287

DRAWN BY: CHECKED BY: DDA DDA

DATE: 08/23/19

JOB NO.: 18-002

SHEET NO. 2 0F 2

Closure Report Fri Aug 23 12:54:01 2019

Northing	Easting	Bearing	Distance
8567.161	7257.403 N 89	3)°11'05" E 15	55.754
8569.377	7413.140		4.440
8559.231	S 45 7402.898	°16'09" W 1	4.418
0009.201		°11'05" W 1	45.510
8557.160	7257.403		
)°00'00" W 1	0.001
8567.161	7257.403	3	

Closure Error Distance> 0.00010 Error Bearing> N 00°00'00" W Closure Precision> 1 in 3256821.3 Total Distance> 325.682 Polyline Area: 1506 sq ft, 0.04 acres



Pre-application No.: 391 PA 2018
Project Name: Myxum Squure

	AFFIDAVIT OF AUTHORITY TO ACT FOR PROPERTY OWNER
1.	This affidavit concerns the following parcel of land:
	a. Street Address: St. & MWShall Way b. County Tax Assessor's Parcel Number c. General Location d. Parcel Size: 7t/- action e. Legal Description: Sec Title (If the land is a platted lot, then write the lot number, subdivision, name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)
more t	I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the nd have authority from the owner to sign this affidavit on the owner's behalf. If the land have han one owner, then I am the agent for all of the owners, and the word "owner" in this affidavito all of them.
abando related the ow	I have authority from the owner to act for the owner before the City of Scottsdale with regard to all reviews, zoning map amendments, general plan amendments, development variances onments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory of matters of every description involving the land, or involving adjacent or nearby lands in which the ner has (or may acquire) an interest and all applications, dedications, payments, assurances ans, agreements, legal documents, commitments, waivers and other matters relating to any of the commitments of the commitments and other matters relating to any other matters.
	The City of Scottsdale is authorized to rely on my authority as described in this affidavit unti- work days after the day the owner delivers to the general manager of the Scottsdale ng and Development Services Department a written statement revoking my authority.
	I will immediately deliver to the general manager of the City of Scottsdale Planning and pment Services Department written notice of any change in the ownership of the land or in my ty to act for the owner.
6. authori the oth	If more than one person signs this affidavit, each of them, acting alone, shall have the ty described in this affidavit, and each of them warrant to the City of Scottsdale the authority of ers.
true ar applica delay o unders	Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is not complete. I understand that any error or incomplete information in this affidavit or any tions may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise or prevent development of the land and may expose me or the owner to other liability. tand that people who have not signed this form may be prohibited from speaking for the owner ic meetings or in other city processes.
Name Bill	(printed) Date Signature Signature